

**REQUEST FOR PROPOSAL (RFP)**

**#23-007-52**

**MARINETTE COUNTY JAIL – INMATE FOOD SERVICE**

**POSTING DATE:**

**MAY 2, 2023**



**RESPONSE DEADLINE:**

**MAY 31, 2023**

**11:00 A.M.CENTRAL STANDARD TIME (CST)**

**TO:**

**ROBERT MAJEWSKI**

**MARINETTE COUNTY JAIL ADMINISTRATOR**

**2161 UNIVERSITY DRIVE**

**MARINETTE WI 54143**

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I. PROJECT OVERVIEW

Marinette County, a governmental entity, is requesting sealed proposals for a food service management firm to provide meals for inmates at the Marinette County Jail (MCJ) at 2161 University Drive for calendar years 2024, 2025, and 2026, with two (2) additional two-year extension terms permitted with the prices to be identified and agreed upon prior to the beginning of each two-year extension. The Jail is a 165-bed facility with an average daily population of approximately 120 inmates. Proposers shall submit proposals showing the cost of meals for 61-85 inmates, 86-100 inmates, 101-120 inmates, 121-140 inmates and 141-165 inmates. The Average Daily Population for MCJ was: 2020 -112.20, 2021 – 137.49, and 2022 – 117.04.

Not with standing any other provisions of the RFP, Marinette County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or a combination of items when doing so would be to the advantage of Marinette County or its taxpayers.

It is further within the right of Marinette County to reject proposals that do not contain all elements and information requested in this document.

Marinette County shall not be liable for any losses incurred by the contractor making the proposal throughout this process. The cost of preparing a response to this RFP is not reimbursable in part or in whole to the contractor. Any proposal received will become the property of Marinette County and a matter of public record. Any proprietary material or information should be marked and submitted as a supplement to the proposal to allow the County to protect the information as warranted.

II. TENTATIVE PROJECT TIMELINE

RFP posted by 4:30 p.m.	May 2, 2023
Site walk through 2:00 p.m.	May 16, 2023
<i><u>(Contractors must contact Amy Keller at (715) 732-7630 to be put on the list for the site walk through.)</u></i>	
Addendums, if any, posted by 4:30 p.m.	May 19, 2023
RFP responses due from potential contractors by 11:00 a.m.	May 31, 2023

III. RFP DUE DATE

Proposals shall be submitted to the Marinette County Jail Administrator by no later than **11:00 a.m. central time on May 31, 2023**. Proposals shall be clearly labeled **RFP#23-007-52 – Inmate Food Service** and submitted to the location/address listed below. Faxed proposals will not be accepted.

Delivery Address for Hand Delivery, USPS, UPS, DHL, Fed X:

Robert Majewski  
Marinette County Jail Administrator  
**RFP#23-007-52 – Inmate Food Service**  
2161 University Drive  
Marinette, WI 54143

Each proposal must be received by the due date and time set for this RFP. A proposal received after the established deadline will not be considered.

#### **IV. RFP QUESTIONS AND ANSWERS**

All questions related to this RFP must be submitted via e-mail to [robert.majewski@marinettecountywi.gov](mailto:robert.majewski@marinettecountywi.gov). Clearly mark the e-mail “**Questions for RFP#23-007-52 Inmate Food Service**”. Phone call or faxed questions will not be accepted.

Answers to relevant questions will be posted on the Marinette County website <http://www.marinettecounty.com>. It is the responsibility of all interested contractors to access the website for this information. Calls for assistance with the website may be made to (715) 732-7423.

#### **V. ADDENDUMS**

Any significant changes or clarifications to the RFP will be posted as an addendum on the Marinette County website <http://www.marinettecounty.com> no later than 4:30 p.m. on May 19, 2023. If an addendum is posted, an addendum sheet will be attached and will be required to be submitted with the response. Calls for assistance with the website may be made to (715) 732-7423.

#### **VI. RFP SUBMISSION REQUIREMENTS**

The proposal shall be sealed and labeled with the following information:

- Name of Contractor
- Address
- Contact Person
- Telephone and Facsimile Number
- E-mail Address

One original response and two copies are required to be submitted.

##### **The proposal must include:**

**Attachment A, Tabulation Sheet**

**Attachment B, Statement of Understanding of Proposal**

**Addendum Sheet, if posted on the Marinette County website**

Upon award of the contract, the selected contractor will be required to submit a federal W-9 Form and payment address to Marinette County. Contractors previously established with the county may have this requirement waived.

The proposal shall be prepared with a straightforward, concise delineation of the contractor’s capabilities to satisfy the requirements of the RFP.

A contractor may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made in writing prior to the proposal due date.

**ALL PROPOSALS SUBMITTED SHALL BE BINDING UNTIL JANUARY 2, 2024.**

## VII. BACKGROUND

- A. Marinette County is requesting proposals for the retention of a food service management firm to provide all necessary onsite food, labor, and supplies for a high quality, cost effective food service system for the Marinette County Corrections facility. The successful contractor will be responsible for food procurement, food preparation, maintaining supply inventory, and staffing for all administrative and operational functions described herein. Total capacity of the jail is 165 inmates.
- B. **Contract Period:** Marinette County seeks an initial contract for a period of three (3) years, with a tentative planned commencement date of January 1, 2024. Two possible two-year extensions beyond the initial term will be subject to the mutual agreement of Marinette County and the successful contractor.
- C. **Price Adjustments:** The per-meal prices stated in this Agreement will be firm through December 31, 2025, with a price increase permitted for 2026. Per meal prices for each subsequent two-year extension may be increased to a mutually agreed upon price, provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased by the yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor or five percent (5%), whichever is less. The period for determining CPI-FAH increases shall be June of the immediately preceding year to June of the then current year.

## VIII. PROPOSAL EVALUATION

- A. Marinette County will accept the proposal it deems to be in Marinette County's best interest, not necessarily the proposal with the lowest cost. Marinette County reserves the right to reject any or all proposals.
- B. Marinette County's evaluation criteria will include, but shall not be limited to, the following:

<u>Evaluation Criteria</u>	<u>Weight</u>
Proposal content and approach to project	15
Proposed cost per meal	25
Proposed menu quality	20
Proposed staffing schedules & services	10
Experience of proposed on-site management	5
Experience and references	15
Proposed training program for staff & inmate workers	5
Contingency plan for unforeseen events	5

- C. Failure to meet a material requirement of the RFP Documents will constitute sufficient reason for rejection of any proposal.

- D. Marinette County reserves the right to waive any informality or minor defect in the event of acceptance, rejection, or waiving of such is in the best interests of Marinette County.
- E. Marinette County reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the contractor.

**IX. OBJECTIVES**

- A. To select a professional food service management firm acceptable to Marinette County that will provide food service for the Marinette County Jail facility.
- B. To collect information necessary for the evaluation of the competitive proposals submitted by qualified contractors.
- C. To provide a fair and objective evaluation of proposals.
- D. To result in a contract between the successful contractor and the Marinette County Sheriff's Office that will meet the following objectives.
  - i. Food must meet all USDA Standards.
  - ii. To deliver high quality food service that meets or exceeds the standards of the American Correctional Association (ACA), the State of Wisconsin Department of Corrections, and the National Commission on Correction Health Care (NCCHC), and to provide wholesome, healthy meals with a minimum caloric content of 2,700 calories per day. Meals shall be of good quality, tasty, and visually appealing.
  - iii. Food shall not be used that is past the "sell by" or the "expiration" date.
  - iv. To operate the food service program at a staffing level that is appropriate to accomplish the tasks contained herein utilizing inmate workers to supplement contractual staff and reduce costs. Two (2) inmate workers will be provided daily to work in food service.
  - v. To operate as an independent contractor in a cost-effective manner with reporting and accountability to the Jail Administrator or designee.
  - vi. To maintain a cooperative, collaborative relationship with the administration and staff of the Marinette County Jail.
  - vii. To maintain complete and accurate records of meals served and billings for the purpose of providing a monthly report to the Jail Administrator.
  - viii. To respond to concerns expressed by Jail Administrator or designee within a reasonable time, not to exceed 10 days.

## **X. QUALIFICATIONS**

To be considered for award of this contract, the following minimum qualifications must be met and fully outlined and explained in proposal:

- A. The contractor must be organized for the purpose of providing institutional and/or volume food service, and must have at a minimum two (2) years previous county correctional food service experience with proven effectiveness in administering and managing correctional food service programs. Documentation of such must be provided in the proposal.
- B. The contractor must have proven ability as evidenced by past performance, current resources, and personnel to execute a contract for services on January 1, 2024.
- C. The contractor shall provide insurance requirements specified herein with the proposal on Exhibit A.
- D. The contractor must have a central office that is capable of providing satisfactory provision of services to the onsite operations.
- E. All personnel shall be required to pass a background investigation conducted by the Marinette County Sheriff's Office prior to placement at the jobsite. The cost of the background investigation will be the responsibility of Marinette County. The successful provider staff shall also be subject to all security regulations and procedures of the Marinette County Jail. Continued assignment of staff shall be subject to the approval of the Marinette County Sheriff's Office through the Jail Administrator.
- F. Proposals shall include sample menus to be served for a period of at least four (4) weeks including a nutritional analysis of submitted menus and a Nutrition Compliance Statement signed by a registered dietitian. Photos of actual meal trays to be served shall be provided showing the quality and quantity of food to be served at the Marinette County Jail.
- G. The qualifications of the personnel proposed by the proposal to perform the requirements of this RFP will be considered in the evaluation. Therefore, the proposal must submit detailed information related to the experience and qualifications of the staff proposed. The contractor should provide job descriptions for key personnel and resumes, if available, for those who will be assigned to this project including a resume for the proposed on-site Food Service Manager.

## **XI. SCOPE OF WORK**

The successful contractor is expected to provide the following services as part of the food service management program:

- A. **Meals:** To provide three meals per day to inmates and/or staff – breakfast, lunch or Work Release sack lunch, and dinner. Meal delivery shall be set

schedule of the Marinette County Jail. Early breakfast for Work Release inmates may also be necessary depending upon the time established for serving the breakfast meal.

- B. **Staffing Schedules:** A weekly staffing schedule, which details each position and hours worked per shift each day. The food service program must be staffed with a full time on-site Food Service Manager. In addition, the food service must be staffed with a shift supervisor at all times inmate workers are working in the kitchen.
- C. **Staff & Inmate Training:** The contractor shall provide documented training on acceptable food service policies and security procedures while working in a Jail setting. Training shall be provided on an ongoing basis and include but not limited to occupational safety, environmental compliance, fire protection, cleaning and sanitation, etc.
- D. **Billing:** The contractor shall issue Marinette County one invoice on a monthly basis to be submitted prior to the 10th day each month to the attention of the Jail Administrator, Marinette County Sheriff's Office, specifying the number of meals provided for the preceding month. After approval and verification, payment will be made within thirty (30) days of receipt of invoice. Marinette County, CES #057302, qualifies for sales tax exemption as a government agency; therefore, no pricing within a proposal for food service shall include State or local sales or use tax.
- E. **Equipment and Facilities:**
  - 1. Marinette County will provide, install, maintain, repair, and permit the contractor to use the capital equipment. The contractor shall take all reasonable measures necessary to assure Marinette County that its equipment is being properly used and maintained. The contractor will be responsible for repair of damaged equipment due to negligence of contractor's employees. Marinette County will provide preventative maintenance and repair service on all County-owned equipment.
  - 2. Marinette County shall supply all utilities relating to the operation of the food service equipment. The contractor will direct efforts at conserving utilities whenever possible.
  - 3. The contractor shall supply all kitchen small wares such as pots, pans, and cooking utensils. A list shall be kept by the contractor and shall be kept up to date if any additions or deletions occur.
  - 4. Marinette County shall supply food serving trays, food distribution carts, inmate cups and eating utensils.
  - 5. The successful contractor at their expense shall be responsible for providing any and all additional office furniture and equipment, including



toner cartridges and copies, deemed necessary by the vendor to fulfill the requirements of service under this RFP.

- F. **Supplies:** The contractor shall furnish all supplies, commodities, and equipment not supplied by Marinette County, which is necessary for an efficient, sanitary, and economically sound operation and provision of the services specified. This shall include all cleaning and paper supplies. If disposable utensils, plates, cups, etc. are used, they are to be biodegradable, recyclable or reusable. Polystyrene is not desirable.
- G. **Security:**
  - 1. Contract employees shall be responsible for the security and control of County issued keys and work tools. All tools such as knives, peelers, and similar utensils shall be kept in a locked area when not in use and secured to tether when in use. Recorded inventory control shall be maintained of all such items.
  - 2. Contract employees shall read, sign and follow established security procedures and take direction from the correctional staff in an emergency situation.
- H. **Sanitation:** The contractor shall obey all Federal, State, and local laws and ordinances regarding health, sanitation, and safety. The contractor shall keep all areas allocated for contractor use in a state of cleanliness that meets with the satisfaction of the State Jail Inspector and County Health Department.
- I. **Inventory:** The contractor and Marinette County shall jointly inventory all capital equipment or food service related items under the contractor's direct control at the inception of the contract and annually thereafter. Copies of the inventory will be retained by the contractor and by Marinette County.
- J. **ACA and DOC Standards:** The contractor shall assure that the dietary operation is in compliance with the standards set by the American Correctional Association and the Wisconsin State Department of Corrections and will be of a caloric content not less than 2,700 calories per day. Documentation of menus as they are actually served must be maintained and submitted to the Jail Administrator when requested.
- K. **Qualified Independent Inspection:** The successful contractor shall have an annual inspection of all full-production and service kitchens in the jail by a qualified independent outside source documenting that the food service area meets health and safety codes.
- K. **Employee Meals:**
  - 1. The contractor shall furnish meals to County employees that are on duty at the time of meal service. County employees will pay for their meals at the rate agreed upon between Marinette County and the contractor. County

employee counts will be provided under a mutually agreed upon system. County employee menu and pricing will be mutually agreed upon between Jail Administration and contractor.

2. Contractor employee meals shall be provided for by the contractor and should be of the same type that is being served to everyone else at no cost to Marinette County.

- L. **Special Diets:** Therapeutic diets shall be available upon medical authorization. Specific diets shall be prepared and served to inmates according to the orders of the responsible health authority. Special diets for religious reasons will be accommodated as directed by the policies of the jail.

## **XII. GENERAL SPECIFICATIONS**

- A. **Standards:** All food services shall be provided in accordance with the American Correctional Association, State of Wisconsin Department of Corrections, as well as all Federal, State, and local laws and codes, and regulations governing the food service industry.

- B. **Personnel:**

1. Prior to reporting at the Marinette County jail for work, all personnel shall be required to submit a valid photo id and pass a background investigation conducted by the Marinette County Sheriff's Office. The cost of the investigation will be the responsibility of Marinette County.
2. All personnel shall comply with current and future Federal, State, and local laws, regulations, court orders, administrative regulations, administrative directives, and policies and procedures of the Marinette County Sheriff's Office.

- C. **Administrative:**

1. The successful contractor shall adhere to the policies and procedures as established by both the contractor and the Marinette County Sheriff's Office.
2. The successful contractor shall be responsible for ensuring that its staff reports any problems, missing equipment, and/or unusual incidents to the Jail Administrator or designee immediately or in an appropriate time frame as designated by the Jail Administration.

- D. **Schedules:**

1. The successful contractor shall be responsible for establishing the work schedules of all food service employees in such a manner as to meet all objectives and requirements of the RFP. These schedules shall be maintained.

2. The Marinette County Sheriff's Office is contracting for staff and services to be provided by the successful contractor, unless otherwise indicated. Should the level of service required by the contract decline due to a position vacancy; the contractor will be responsible for replacement personnel. All replacement personnel shall be subject to the approval of the Marinette County Sheriff's Office.
- E. **Quality Assurance:** The successful contractor shall provide a comprehensive Quality Assessment and Assurance Program outline concerning the purchase, delivery, storage, preparation, and delivery of food within the facility.
- F. **Independent Contractor:** The successful contractor and its employees will at all times act and perform as and are considered an independent contractor and in no sense shall they be considered employees, agents, or volunteers of Marinette County.
- G. **Insurance:** The successful contractor agrees that it will at all times during the terms of the agreement keep in force and effect insurance policies as outlined in Exhibit A.
- H. **Nondiscrimination:** In connection with the performance of work under this assignment, the successful contractor agrees not to discriminate against any employees, applicant for employment, or actual or potential recipients of services because of age, race, religion, color, marital status, sexual orientation, sex, handicap as defined in Section 504 of the American with Disabilities Act (ADA) development disability, or national origin.
- I. **Transition and Implementation Plan:** Each contractor must submit a comprehensive Transition Implementation Plan. The quality, breadth and depth of the Plan are critical to the success of the contract start-up and the conversion from current provider. Plan Components – The plan must describe activities during the thirty (30) days prior to the initiation of on-site services in preparation for the start-up and for the first sixty (60) days of the contract implementation to ensure uninterrupted service delivery and continuity of care. The Plan must be approved by Marinette County. The Plan must address key aspects that are critical to the success of the transition.
- J. **Contingency Plan:** Each contractor must submit a contingency plan detailing how unforeseen events and natural disasters will be addressed to ensure continuity of Jail inmate food service.

### **XIII. MANDATORY PROPOSAL REQUIREMENTS**

- A. Proposal Requirements:  
Minimum submission requirements and order of proposal:
  1. Table of contents for contractor proposal. Each section shall be tabbed numerically.
  2. Completed Attachment A – Tabulation Worksheet

3. Completed Attachment B - Statement of Understanding
4. Completed Addendum Sheet, if posted on the Marinette County website
5. Copy of current certificate of insurance which complies with Exhibit A
6. Brief history of the firm
7. Comprehensive transition implementation plan
8. Staff and inmate training
9. Contingency plan for unforeseen circumstances and natural disasters
10. Security Procedures
11. Complaint Resolution Policy and Procedure
12. Certification that the submitted proposal will remain valid until January 2, 2024.
13. Job Descriptions and Resumes, if available, for all key personnel to be assigned and will provide services under contract with Marinette County
14. Staff Scheduling and Job descriptions of all staffing positions providing services under contract with Marinette County
15. A detailed list of all Corrections clients for the last four (4) years. The client list must include both current and former contracts and include appropriate contact person names and title, agency (city, county, state, and federal), location with address and telephone number as well as facsimile number and e-mail address. Each contract must be identified as current or former. Locations must be included where services were provided even if no executed agreement was ever reached.
16. Minimum of three (3) references identified by the company with the information listed immediately above. This information must be provided or the submission may be disqualified.
17. Full disclosure of all lawsuits and claims filed against the contractor, or its predecessors, in the past 48 calendar months.
18. A copy of the contractor's standard contract which meets all requirements in this request for proposal in Word format.

**B. Proposal Format:**

Contractors' submissions should be formatted in the sequence as listed in Section VI. RFP Submission Requirements.

**XIV. CONTRACT TERMS**

The contractor may provide a contract to be approved by Marinette County Corporation Counsel. If the contractor does not provide a contract, the contractor shall be required to sign a contract similar to Attachment C.

**XV. FINANCIAL VERIFICATION**

Contractor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. Marinette County reserves the right to reject proposals based on information obtained through these background checks.

**XVI. OTHER**

All work shall conform to all applicable industry standards, federal, state and local laws, codes and ordinances.

No contractor will be provided with financial and/or competitive vendor information on this Proposal until after the award of contract has been made. At that time, all Proposals will be available for review in accordance with the Wisconsin Open Records Law. Marinette County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Marinette County and its departments are exempt from payment of all federal, state and local taxes on its purchases except Wisconsin excise taxes.

Any contract between contractor and Marinette County shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under such contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

By responding to this Proposal, prospective contractors acknowledge and accept the attachments, including insurance requirements and contract sample attached.

**XVII. PROJECT CHANGES**

Marinette County reserves the right to make changes to the project. Any changes in the scope of services shall be mutually agreed upon in writing by the Contractor and the County.

**XVIII. ATTACHMENTS**

Exhibit A – Insurance Coverage, Descriptions, and Requirements  
Attachment A – Proposal Tabulation Sheet  
Attachment B – Statement of Understanding  
Attachment C – Sample Contract

**EXHIBIT A**  
**INSURANCE COVERAGE, DESCRIPTIONS AND REQUIREMENTS**

**Insurance Requirements:**

The contractor agrees that in order to protect itself and Marinette County, it will at all times during the term of this agreement maintain at least the following insurance coverage and limits:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
Professional Liability	\$1,000,000 per loss \$3,000,000 aggregate
Comprehensive General Liability	\$1,000,000 per occurrence \$3,000,000 aggregate
Business Automobile	\$1,000,000 per occurrence \$3,000,000 aggregate
Worker's Compensation (Employees Only)	Statutory Cov. A. \$500,000, \$500,000 liability

This insurance shall name the vendor, its employees, officers, agents, and independent contractors within the coverage and limits stated above. Said insurance coverage shall provide it will survive the termination of this Agreement and will provide coverage at any date a claim is made against any of the insured whether or not any relationship exists between Marinette County and the contractor. The contractor and its subcontractors shall also maintain, at their expense, Worker's Compensation for all employees in the statutory amounts.

The certificate shall list the **Certificate Holder and Address as follows:** Marinette County, Attn: Finance Director, 1926 Hall Avenue, Marinette, Wisconsin, 54153. The Marinette County Sheriff Office, 2161 University Dr., Marinette, WI, shall be listed under "Description of Operations".

Such insurance shall include under the **General Liability and Automobile Liability** policies Marinette County, its employees, elected officials, representatives, and members of its boards and/or commissioners as "**Additional Insureds**".

Such insurance shall include a thirty- (30) day notice to Marinette County prior to cancellation or material policy change. The notice shall be given to the Marinette County Finance Director, c/o Marinette County. NOTE: Standard Cancellation Clause on a Certificate of Insurance is not acceptable.

**ATTACHMENT A**  
**#23-007-52**  
**MARINETTE COUNTY JAIL – INMATE FOODSERVICE**  
**TABULATION SHEET**

**COST PER MEAL:**

NOTE: Cost per meal shall include all costs necessary (excepting capital equipment) to prepare all inmate meals. The costs per meal shall remain the same for both years 2024 and 2025.

Meals	Breakfast	Lunch	Supper	Total Cost Per Day (Yrs. 2024 & 2025)
61 - 85	\$ _____	\$ _____	\$ _____	\$ _____
86 - 100	\$ _____	\$ _____	\$ _____	\$ _____
101 - 120	\$ _____	\$ _____	\$ _____	\$ _____
121 – 140	\$ _____	\$ _____	\$ _____	\$ _____
141 - 166	\$ _____	\$ _____	\$ _____	\$ _____

Bag Meal (Work Release) \$ \_\_\_\_\_

Additional Cost Added for a Special Diet Meal \$ \_\_\_\_\_

**Note:** The per-meal prices stated in this Agreement will be firm through December 31, 2025, with a price increase permitted for 2026. Per meal prices for each subsequent two-year extension may be increased to a mutually agreed upon price, provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased by the yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index (“CPI-FAH”), published by the U.S. Department of Labor or five percent (5%), whichever is less. The period for determining CPI-FAH increases shall be June of the immediately preceding year to June of the then current year.

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I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.

\_\_\_\_\_  
Signature of Duly Authorized Individual

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ATTACHMENT B**  
**#23-007-52**  
**MARINETTE COUNTY JAIL – INMATE FOOD SERVICE**  
**STATEMENT OF UNDERSTANDING OF PROPOSAL**

\_\_\_\_\_  
Contractor name

\_\_\_\_\_  
Contractor's address

\_\_\_\_\_  
City

State

\_\_\_\_\_  
Zip code

\_\_\_\_\_  
Contact person's name & position

\_\_\_\_\_  
Contractor's Phone number

\_\_\_\_\_  
Contractor's Fax Number

We have read the County's Request for Proposals (RFP) for RFP#23-007-52 MARINETTE COUNTY JAIL – INMATE FOOD SERVICE and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Marinette County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other vendor;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed; and
- (e) We acknowledge and accept all the terms and conditions included in the RFP

\_\_\_\_\_  
Signature of contractor or contractor's Representative

\_\_\_\_\_  
Date



**ATTACHMENT C**  
**MARINETTE COUNTY SAMPLE AGREEMENT**

THIS AGREEMENT is made by and between Marinette County, a municipality, hereinafter referred to as COUNTY, and \_\_\_\_\_, hereinafter referred to as CONTRACTOR, for the purpose of \_\_\_\_\_.

The parties agree as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is:	Name
Whose principal business address is:	Department
	Address
	Marinette WI 54143

CONTRACTOR agent and contact person is:

Name:  
Title:  
Company:  
Address:  
City, State:  
Telephone:

2. CONTRACTOR agrees the following services, as set forth in the proposal dated \_\_\_\_\_, attached and incorporated in **Exhibit A**, shall be provided to Marinette County.
3. CONTRACTOR agrees to provide service to COUNTY at the cost set forth in response to the proposal dated \_\_\_\_\_, attached and incorporated as **Exhibit A**.
4. Start/Completion dates to be determined.
5. COUNTY agrees to the following:
  - Payment Terms – COUNTY will pay the CONTRACTOR within 30 days of receipt of completed and submitted plan.
6. Both parties agree that the relationship between the parties shall be that of an independent CONTRACTOR and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:
  - CONTRACTOR will be responsible to pay all Federal, State and social security taxes on any income received under this Agreement.
  - COUNTY will pay no fringe benefits or other compensation to CONTRACTOR.

7. CONTRACTOR will provide and maintain certificates of insurance with minimum limits as follows:

General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$ 300,000
Professional liability, each occurrence	\$1,000,000
Workers Compensation	Statutory Requirements

Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

8. CONTRACTOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by Vendor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
9. This contract may be amended in writing by mutual agreement of both parties at any time.
10. This agreement shall be governed by the laws of the State of Wisconsin.
11. COUNTY may terminate this agreement in the event CONTRACTOR breaches any of the terms of the agreement or for unsatisfactory performance by CONTRACTOR. Termination shall be immediate upon written notification by the COUNTY.

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CONTRACTOR

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Date

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Kathy Brandt, County Clerk

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Date